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perior or general jurisdiction are not liable in civil actions for their judicial acts, even when such acts are in excess of their jurisdiction and are alleged to have been done maliciously or corruptly. *Bradley v. Fisher*, 13 Wall. 335, 354; *Pratt v. Gardner*, 2 Cush. (Mass.) 63, 48 Am. Dec. 652. If the jurisdiction is merely exceeded or there is a colorable invocation of jurisdiction, the justice cannot be held liable where he has acted in good faith and there was no malice or corruption. *McCall v. Cohen*, 16 S. C. 445, 42 Am. Rep. 641; *Broom v. Douglas, supra*; *Austin v. Vrooman*, 128 N. Y. 229, 28 N. E. 477, 14 L. R. A. 138. The great weight of authority is in accord with the instant case in holding that if a justice of the peace or an inferior judicial officer acts corruptly or maliciously where he has jurisdiction of both the subject matter and the person, his acts entail no civil responsibility. *Gordon v. District Court*, 36 Nev. 1, 131 Pac. 134; *Dixon v. Cooper*, 109 Ky. 29, 58 S. W. 437; *Curnow v. Kessler*, 110 Mich. 10, 67 N. W. 982; *Lacey v. Hendricks*, 164 Ala. 280, 51 So. 157, 137 Am. St. Rep. 45, and note; *Scott v. Fishblate*, 117 N. C. 265, 23 S. E. 436, 30 L. R. A. 696. Some cases are to be found, however, which hold directly or *obiter* that a justice of the peace acting within his jurisdiction is civilly liable for acts done maliciously and without probable or reasonable cause. *Gault v. Wallis*, 53 Ga. 675; *Cope v. Ramsey*, 49 Tenn. 197; *Kennedy v. Barnett*, 64 Pa. St. 141; *Knell v. Briscoe*, 49 Md. 414; *Howe v. Mason*, 14 Iowa 510.

It would seem, then, that a justice of the peace is liable in all cases where he acts wholly without jurisdiction irrespective of malice or corruption; and that judicial immunity to a civil action extends to a justice, though he acts maliciously and corruptly, where he acts wholly within his jurisdiction and possibly where he acts merely in excess of his jurisdiction or where there is colorable jurisdiction.

For further discussion, see 1 VA. LAW REV. 645.

**INFANTS—UNBORN CHILDREN—RIGHT TO MAINTAIN AN ACTION FOR INJURIES.**—The mother of the plaintiff fell into a coal hole on the public sidewalk, and as a result the plaintiff, subsequently born, was injured for life. The defendant demurred to the plaintiff's complaint to recover damages for such injuries. *Held*, the demurrer is overruled. *Drobner v. Peters*, 186 N. Y. Supp. 278. For a discussion of the principles involved, see 4 VA. LAW REV. 411.

**INSURANCE—CONSUMMATION OF CONTRACT—TENDER OF PREMIUM.**—An application for life insurance was made and signed on March 28th. Among other stipulations, it contained the following: “— no liability shall exist until a policy as applied for shall have been issued and delivered to me and the first premium thereon actually paid during my life-time—”. Medical examination, showing applicant to be in good health was approved April 12th. The policy was dated April 11th, and was mailed at the home office of the company to the agent on April 13th. The applicant was taken ill on April 13th. At about 8 o'clock a. m. on April 15th the first premium was tendered by a friend of applicant, and the applicant died at about 1:30 p. m. the same day. *Held*, the insurance